



CAPE TOWN

SURF SCHOOL

INDEMNITY



INDEMNITY

CAPE TOWN SURF SCHOOL (Pty) Ltd

By signing this document, I, the undersigned participant (and where applicable, the parent/legal guardian of the participant), acknowledge and agree to the following terms and conditions in favor of Cape Town Surf School (Pty) Ltd, its directors, shareholders, employees, instructors, contractors, agents, volunteers, sponsors, partners, affiliated entities, and associated venues ("the Released Parties"):

1. ASSUMPTION OF RISK

I acknowledge and accept that participation in surf lessons, surf-related activities, and any associated travel or events organized by Cape Town Surf School (Pty) Ltd involves inherent risks, including but not limited to:

Personal injury

Drowning

Equipment failure

Unpredictable ocean and weather conditions

Collisions with objects or other participants

Medical emergencies

INDEMNITY & WAIVER OF LIABILITY

I hereby irrevocably indemnify, release, waive, and hold harmless the Released Parties from and against any and all claims, demands, actions, losses, liabilities, damages, or expenses of any kind (including legal fees) arising directly or indirectly from:

My participation (or the participation of my children, partner, family or any person for whom I sign this form) in any activity, lesson or event conducted by
Cape Town Surf School (Pty) Ltd

Injury, illness, disability or death

Damage to personal property

Transportation to or from the activity

Any act or omission (negligent or otherwise) on the part of the Released Parties

This indemnity applies regardless of the cause, including negligence, breach of duty, or default on the part of the Released Parties

HEALTH DECLARATION

I confirm that:

I am physically and medically fit to participate in surfing activities.

I do not suffer from any medical condition that could affect my safety or the safety of others.

I will immediately notify Cape Town Surf School (Pty) Ltd of any changes in my health or condition.

I understand that alcohol or drug use is strictly prohibited before or during participation. I agree not to consume alcohol or prohibited substances in breach of this policy.

COMPLIANCE & SAFETY

I undertake to:

Follow all instructions given by Cape Town Surf School (Pty) Ltd and its instructors

Wear any required safety gear at all times

Act responsibly and not endanger myself or others

Failure to comply with safety protocols may result in removal from the activity without refund.

5. EMERGENCY MEDICAL TREATMENT

I authorize Cape Town Surf School (Pty) Ltd to secure emergency medical care or hospital treatment for me (or for any dependent participant for whom I am responsible), should it be deemed necessary. I accept full financial responsibility for any costs incurred as a result of such treatment.

6. MEDIA RELEASE

I grant Cape Town Surf School (Pty) Ltd permission to use any photographs, video footage or other visual recordings of my participation for the purposes of marketing, promotion, and publicity. No compensation shall be payable for the use of such materials.

7. USE OF PERSONAL INFORMATION

I acknowledge that personal information provided will be used solely for the purpose of administering the program, and communications related to activities conducted by Cape Town Surf School (Pty) Ltd. I consent to the collection and limited use of my data in compliance with POPIA (Protection of Personal Information Act).

8. INSTRUCTOR STATUS

I understand and accept that some instructors at Cape Town Surf School (Pty) Ltd may be interns or in training. I acknowledge that the school operates with a high standard of professionalism, drawing from years of surfing knowledge, experience, and passion.

9. LEGAL CAPACITY & ENTIRE AGREEMENT

By signing below, I confirm that I have read and understood this indemnity in full. I have had the opportunity to ask questions. I understand that this is a legally binding waiver of liability and that I am giving up substantial legal rights by signing it.

This agreement is binding upon me, my estate, my dependents, and my legal representatives.